EMBANKMENT STABILIZATION PROJECT HAMBURG ROAD For the FRANKLIN COUNTY HIGHWAY DEPARTMENT CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF FRANKLIN COUNTY COMMISSIONERS BROOKVILLE, INDIANA

PROJECT MANUAL

Owner: FRANKLIN COUNTY HIGHWAY DEPARTMENT

1360 Fairfield Avenue Brookville, Indiana 47012

Engineer: Ted Cooley

Franklin County Highway Engineer

9076 Landfill Road Metamora, IN 47030 812-212-2435 cell

Advertising Date: Monday, June 9, 2014 Bid Due Date: Thursday, July 3, 2014

Job. No. 10906092014 June 9, 2014

INVITATION TO BID

Franklin County, Indiana Board of County Commissioners invite bids for

FRANKLIN COUNTY HIGHWAY DEPARTMENT, EMBANKMENT STABILIZATION PROJECT, HAMBURG ROAD

The Contractor shall furnish all the necessary labor and equipment to perform the following work:

- 1. Cut and remove large trees and stumps from project area.
- 2. Excavate loose rock and soil slope
- 3. Set 4' x 4' x 2' concrete blocks below grade and stack to create a concrete block wall
- 4. Install perforated drain pipe behind block wall backfilled with washed #8 crushed stone
- 5. Backfill with riprap to a 1.5:1 slope. Possible grouting of riprap to protect ends of wall
- 6. Install a 3' wide #53 crushed stone road shoulder.
- 7. Additional work might be available in project area as noted in bid sheet.

PROJECT FUNDS ARE LIMITED, THE COMMISSIONERS MAY CHOOSE TO NEGOTIATE COSTS WITH THE SUCCESSFUL BIDDER BY ADJUSTING PROJECT ITEMS & QUANTITIES (INCREASING OR DECREASING) TO ACCOMPLISH THE MAXIMUM AMOUNT OF REPAIR WORK POSSIBLE. ADDITIONAL PROJECT WORK IF AWARDED WILL BE AWARDED DEPENDING UPON THE COSTS.

THE FRANKLIN COUNTY HIGHWAY DEPARTMENT WILL:

- 1. FURNISH TRAFFIC CONTROL DEVICES, & WILL WORK WITH THE CONTRACTOR TO KEEP IN PLACE
- 2. HAUL TREES AND BRUSH MATERAIL FROM SITE.
- 3. FURNISH AND HAUL CONCRETE BLOCKS TO SITE
- 4. FURNISH PERFORATED PIPE
- 5. FURNISH AND HAUL ALL CRUSHED STONE MATERIAL

Bids will be received at the office of the Franklin County Commissioners. Government Center, 1010 Franklin Avenue, Room 201, Brookville, Indiana until **2:00 P.M. local time on Thursday July 3, 2014** and publicly opened and read aloud at the regular July 7, 2014 - 10:00 AM meeting of the Franklin County Commissioners.

A personal check, certified check, bank draft or satisfactory **bid bond** executed by the bidder and a surety Company, payable to the Treasurer of Franklin County, Indiana, in the amount equal to five (5%)percent of the bid shall be submitted with the bid. **Contractor(s) receiving the award** shall furnish an approved **Construction Performance Bond** and an approved Construction Payment Bond (to ensure payment of subcontractors, labor, equipment and other items furnished to perform the contract) for 100 % of the contract amount which shall be in full force and effect for one year from the date of acceptance of the project or until certified proof of payment of all contractor expenses to complete the project.

Bids shall be properly and completely executed on a separate BID PROPOSAL FORM. Each bidder if awarded the contract shall submit or have on file a completed **CERTIFICATE OF LIABILITY INSURANCE** including Coverage and Workers Compensation. References may also be required.

Common Construction (Prevailing) Wage Rates DO NOT APPLY for this work.

The Board of Commissioners reserves the right to accept or reject any bid or waive any informality or errors in bidding for a period of sixty (60) days from the bid date. The party to whom the contract is awarded will be required to forth-with execute work within ten (10) calendar days (weather permitting) following award of the contract to the successful bidder and the Notice to Proceed. In cases of failure to do so, the Board of Commissioners may at their option, consider that the bidder has abandoned the contract, in which case the Commissioners may make the award to the next (best) successful bidder.

Performance of work shall be in accordance with the project manual on file at the Franklin County Commissioners office noted above. A copy may be obtained at no charge.

BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, INDIANA

Thomas E. Wilson, President

Tom Linkel, Member

Scott McDonough, Member

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Board of Franklin County Commissioners hereinafter referred to as the Owner, will receive sealed bids for the **EMBANKMENT STABILIZATION PROJECT, HAMBURG ROAD** for Franklin County, Indiana. The Contractor shall furnish all the necessary labor and equipment to:

- 1. Cut and remove large trees and stumps from project area.
- 2. Excavate loose rock and soil slope
- 3. Set 4' x 4' x 2' concrete blocks below grade and stack to create a concrete block wall
- 4. Install perforated drain pipe behind block wall backfilled with washed #8 crushed stone
- 5. Backfill with riprap to a 1.5:1 slope. Possible grouting of riprap to protect ends of wall
- 6. Install a 3' wide #53 crushed stone road shoulder.
- 7. Additional work might be available in project area as noted in bid sheet.

PROJECT FUNDS ARE LIMITED, THE COMMISSIONERS MAY CHOOSE TO NEGOTIATE COSTS WITH THE SUCCESSFUL BIDDER BY ADJUSTING PROJECT ITEMS & QUANTITIES (INCREASING OR DECREASING) TO ACCOMPLISH THE MAXIMUM AMOUNT OF REPAIR WORK POSSIBLE. ADDITIONAL PROJECT WORK IF AWARDED WILL BE AWARDED DEPENDING UPON THE COSTS.

THE FRANKLIN COUNTY HIGHWAY DEPARTMENT WILL:

- 1. FURNISH TRAFFIC CONTROL DEVICES, & WILL WORK WITH THE CONTRACTOR TO KEEP IN PLACE
- 2. HAUL TREES AND BRUSH MATERAIL FROM SITE.
- 3. FURNISH AND HAUL CONCRETE BLOCKS TO SITE
- 4. FURNISH PERFORATED PIPE
- 5. FURNISH AND HAUL ALL CRUSHED STONE MATERIAL

Bids will be received at the office of the Franklin County Commissioners. Government Center, 1010 Franklin Avenue, Room 201, Brookville, Indiana until 2:00 P.M. local time on Thursday July 3, 2014 and publicly opened and read aloud at the regular July 7, 2014 - 10:00 AM meeting of the Franklin County Commissioners. Sealed Bids may be sent by registered mail

Bids shall be properly and completely executed on a separate **BID SHEET**. The Bidder must supply all the information required by the bid proposal form.

Each bid shall be accompanied by a personnel check, certified check or acceptable bidder's bond made payable to the Owner, in a sum of not less than five percent (5%) of the total amount of the highest aggregate bid, which check or bond will be held by the Owner as evidence that the bidder will, if awarded a contract or contracts, enter into the same with the Owner upon notification from him to do so within ten (10) days of said notification.

Each bid must be enclosed in a sealed envelope bearing the title of the project, **EMBANKMENT STABILIZATION PROJECT, HAMBURG ROAD**, and the name and address of the Bidder.

Contractor(s) receiving the award shall furnish an approved Construction Performance Bond and an approved Construction Payment Bond (to ensure payment of subcontractors, labor, equipment and other items furnished to perform the contract) for 100 % of the contract amount which shall be in full force and effect for one year from the date of acceptance of the project or until certified proof of payment of all contractor expenses to complete the project.

Each bidder if awarded the contract shall submit or have on file a completed **CERTIFICATE OF LIABILITY INSURANCE** including Coverage and Workers Compensation. References may also be required.

Failure to execute a contract and to furnish a Performance and Payment Bond as hereinafter set out will be cause for forfeiture to the Owner of the amount of money represented by the certified check or Bidder's Bond.

Common Construction (Prevailing) Wage Rates DO NOT APPLY for this work.

Performance of work shall be in accordance with the project manual on file at the Franklin County Commissioners office noted above. A copy may be obtained at no charge.

All materials furnished and labor performed incident to and required for the proper and satisfactory execution of the contracts shall be furnished and performed in accordance with the requirements of the drawings and specifications, and any addenda thereto, prepared by Ted Cooley, Franklin County Engineer, 9076 Landfill Road, Metamora, IN 47030. Said drawings and specifications are included in these construction documents are on file for public inspection and can be obtained at: the Commissioner's Office, Government Center 1010 Franklin Avenue, Brookville, Indiana, Copies of these documents may also be obtained at: Franklin County Highway Garage, 1360 Fairfield Avenue, Brookville, Indiana. Partial sets of Drawings and Specifications are not available. Documents are also available at http://www.franklincounty.in.gov/county-commissioner/

Questions about these documents should be directed to the office of Ted Cooley, 9076 Landfill Road, Metamora, IN 47030, or at 812-212-2435 (cell). Pre-bid meetings shall be held at the project site on Tuesday June 24 and Tuesday July 1, 2014 at 1:00 PM. Pre-bid meeting(s) are not mandatory.

The work to be performed and the bid to be submitted, including any and all separate and combination bids, shall include sufficient and proper sums for all general construction, labor, materials, tools, equipment, taxes, (both federal and state), permits, licenses, service costs, and so forth incident to and required for the construction of the above listed project.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five(5) days after Bid opening **upon owner's request** detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for.

The Bidder **may be** required to demonstrate proof of existence from the Indiana Secretary of State –pay state taxes as a small business or self employed or be registered as a corporation. **Referenced may** also be required.

Liquidated damages for delay will be as provided in the Agreement between Owner and Contractor.

Partial payment will be made monthly based on an approved payment requisition.

The Contractor and all subcontractors will be required to comply with required Federal and State labor regulations including Equal Employment Opportunity, Non-segregation Facilities, and Affirmative Action requirements.

Time being of the essence of this contract, the CONTRACTOR shall perform the work effectively and complete it not more than **30** calendar days (Weather Conditions Permitting) from the "Notice to Proceed".

The Board of Commissioners reserves the right to accept or reject any bids or parts thereof or waive any informality or have any responsibility for irregularities in bids or errors in bidding. Bids may be held by the County for a period not to exceed sixty (60) days from the date of the opening of the bids for the purpose of reviewing the bids and the investigation of the qualifications of bidders, prior to awarding of the Contract.

The party to whom the contract is awarded will be required to forth-with execute work within ten (10) calendar days following award of the contract to the successful bidder and the Notice to Proceed. In cases of failure to do so, the Board of Commissioners may at their option, consider that the bidder has abandoned the contract, in which case the Commissioners may make the award to the next (best) successful bidder.

It is anticipated, however, that the contract will be awarded on July 7, 2014 at the regular scheduled Franklin County Board of Commissioner's meeting.

BY ORDER OF THE BOARD OF FRANKLIN COUNTY COMMISSIONERS

EMBANKMENT REPAIR PROJECT, HAMBURG ROAD

BID SHEET

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CON	CONTRACTOR		DATE:			
ITEM	TOUNI	DESCRIPTION	EST. BID		LINO	CONTRACTOR
#	SECTION	ESTIMATED QUANITIES	QUANITY	UNITS	PRICE	TOTAL
	NUMBER	LUMP SUM - UNIT PRICE CONTRACT				
		CONTRACTOR TO FURNISH: LABOR AND EQUIPMENT				
		FRANKLIN COUNTY HIGHWAY DEPARTMENT WILL FURNISH MATERIAL AS NOTED				
-	103.04	INSURANCE PREMIUM	-	S7		
2	SPECIAL	BID BOND	-	L.S.		
m		PREFORMANCE BOND	-	ST		
4	110	MOBILIZATION AND DEMOBILIZATION	-	S'I		
ហ	801	TRAFFIC CONTROL INSTALLATION AND MAINTENENANCE OPERATIONS - MATERIAL BY FCHD	-	rs		
9	201	CLEAR TREES ON SLOPE	-	rs		
7	203	EXCAVATE STUMPS	7	LOADS		
φ	703	EXCAVATE UNCLASSIFIED MATERIAL IN EMBANKMENT	1250	СУБ		
თ	SPECIAL	PLACE 4FTX4FTX2FT CONCRETE BLOCK - MATERIAL BY FCHD	161	EA		
10	SPECIAL	PLACE 4FTX2FTX2FT CONCRETE BLOCK - MATERIAL BY FCHD	23	EA		
=	616	PLACING 8"-12" RIPRAP ON SLOPE - MATERIAL BY FCHD	370	TON		
12	3260	GROUT RIPRAP AT ENDS OF BLOCK WALL - MATERIAL BY FCHD	თ	СУБ		
13	601	GUARDRAIL, 5'- 9" OR 6'- 6" LONG W6X9 I BEAM DRIVEN POST - MATERIAL BY FCHD	21	EA		
4	601	GUARDRAIL, W-BEAM - 12'- 6" INSTALLED LENGTH - MATERIAL BY FCHD	10	EA		
15	601	GUARDRAIL, W-BEAM - 25'-0" INSTALLED LENGTH BURIED END SECTION - MATERIAL BY FCHD	1	EA		
16	621	SEED MIXTURE, TYPE 2 - MATERIAL BY FCHD	75	SYD		
17	621	FERTILIZER - MATERIAL BY FCHD	75	SYD		
18	702	MULCHING MATERIAL - STRAW BLANKETS - MATERIAL BY FCHD	75	SYD		
19	702	MULCHING MATERIAL - STRAW - MATERIAL BY FCHD	75	SYD		
20	303	COMPACTED AGGREGATE FOR BASE - Size #63 & ALL FINAL GRADING BY FCHD	120	TON	XXXXX	XXXXXXXXXXX
21	401	BITUMINOUS BINDER BY FCHD	100	TON	XXXXX	XXXXXXXXXXX
22	401	BITUMINOUS SURFACE BY FCHD	20	TON	XXXXX	XXXXXXXXXXX
		CONTRACTOR TOTAL BASE BID (LUMP SUM AMOUNT FOR LABOR AND EQUIPMENT)				
		CONTRACTOR SIGNATURE:				

CONTRACT

This Contract made as of the day of, 2014, by and between	hereinafter
referred to as the CONTRACTOR, and Board of Commissioners of Frankli	n County, Indiana hereinafter referred
to as OWNER. WITNESSETH that the CONTRACTOR and OWNER for the	he consideration stated herein agree
as follows:	

Article I - SCOPE OF WORK - The CONTRACTOR shall perform and guarantee everything required to be performed or guaranteed and shall provide and furnish all labor, materials, except as otherwise specifically provided, necessary tools, equipment and all utility and transportation services required to perform and complete in workmanlike manner the construction of:

EMBANKMENT STABILIZATION PROJECT, HAMBURG ROAD

All in accordance with the contract plans, specifications and documents prepared by the Franklin County Engineer. All of these documents are made a part of this Contract.

Article II - THE CONTRACT PRICE - The CONTRACTOR shall be paid for the performance of this Contract, subject to any additions or deductions provided therein, the Contract price as follows for the completion of the work heretofore described in Article ii of this agreement to wit:

Article III - PROGRESS PAYMENTS - TOTAL PAYMENT will be made upon completion of the total project work included in this contract. Partial payment will be made monthly based on an approved payment requisition.

Article IV - PAYMENT - All contract payments are to be made to the CONTRACTOR in accordance with and subject to the provisions of Title 36, Chapter 12 of the Indiana Code and are conditioned upon CONTRACTOR furnishing the OWNER with satisfactory evidence that all payrolls, material bills, and other costs incurred by the CONTRACTOR in connection with construction of the work have been paid in full.

Article V - COMPONENT PARTS OF THIS CONTRACT - This Contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim:

- 1. MANUAL COVER
- 2. INVITATION TO BID
- 3. NOTICE TO BIDDERS
- 4. ITEMIZED BID PROPOSAL
- 5. CONTRACT
- 6. SPECIAL PROVISIONS
- 7. CONTRACT DRAWINGS AND SPECIFICATIONS

In event that any provision in any of the above component parts shall conflict, the parts first enumerated above shall govern over any other component part, which follows it numerically, except as may be otherwise specifically stated.

Article VI- GUARANTEE - The CONTRACTOR hereby agrees to protect the OWNER against imperfections in material, equipment, and workmanship, which may be or which may become apparent during the period of one year subsequent to the date of final acceptance by the OWNER. The CONTRACTOR shall, at his expense, remove and replace in whole or part any such work, material or equipment which may prove defective or unsuitable for the service performed or to be performed, upon written demand and to the full satisfaction of the OWNER.

Article VII- TIME OF COMMENCING AND COMPLETION - Time being of the essence of this contract, the CONTRACTOR shall commence work soon after the signing of this contract and perform the work effectively and complete it not more than **30 calendar days** (Weather Conditions Permitting) from the "Notice to Proceed". Failure to complete the work on time shall invoke penalties set out in the Standard Specifications, Subsection 108.08.

Article VIII- INSURANCE - As part of the consideration thereof, the CONTRACTOR agrees to maintain in effect during the life of this contract in the amount required by law, Workmen's Compensation Insurance, Contractor's Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, Owners' and Contractors' Protective Liability Insurance Coverage for Operations of Designated Contractor and Public Liability and Property Damage Insurance, as set forth in these Contract Documents. Evidence of such insurance shall be filed with the Owner prior to the execution of this agreement as specified in 1999 Standard Specifications, Section 103.

Article IX - The CONTRACTOR hereby agrees to strictly adhere to the regulations as set out in the Occupational Safety and Health Act (William-Steiger Act) 1970 and to protect the OWNER and the Engineer from any penalties that might arise by the action or lack of action created by the CONTRACTOR, Subcontractor or their employees. IN WITNESS WHEREOF, Parties hereto have executed this contract in four counterparts, each of which shall be deemed an original as of the day and year mentioned above.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONTRACTOR, or that he/she is the properly authorized representative, agent, member or officer of the CONTRACTOR, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONTRACTOR, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

FOR THE CONTRACTOR:	FOR THE OWNER: BOARD OF COMMISSIONERS OF THE COUNTY OF FRANKLIN
Name of Company or Corporation	President
Ву	Member
Title	Member
ATTEST: Signature	ATTEST:
Secretary/Witness Printed	Auditor
SEAL	SEAL

SPECIAL PROVISIONS 1.0 SCOPE OF WORK

The intent of these Special Provisions and all other contract documents is to provide for the safe maintenance of traffic and completion of this project. The Contractor shall furnish all the necessary labor and equipment to:

- 1. Cut and remove large trees and stumps from project area.
- 2. Excavate loose rock and soil slope
- 3. Set 4' x 4' x 2' concrete blocks below grade and stack to create a concrete block wall
- 4. Install perforated drain pipe behind block wall backfilled with washed #8 crushed stone
- 5. Backfill with riprap to a 1.5:1 slope. Possible grouting of riprap to protect ends of wall
- 6. Install a 3' wide #53 crushed stone road shoulder.
- 7. Additional work might be available in project area as noted in bid sheet

The work is located along Hamburg Road as shown on the Vicinity Map sheet C-1 in Ray Township and Whitewater Township, Franklin County, Indiana.

THE FRANKLIN COUNTY HIGHWAY DEPARTMENT WILL:

- 1. FURNISH TRAFFIC CONTROL DEVICES, & WILL WORK WITH THE CONTRACTOR TO KEEP IN PLACE
- 2. HAUL TREES AND BRUSH MATERAIL FROM SITE.
- 3. FURNISH AND HAUL CONCRETE BLOCKS TO SITE
- 4. FURNISH PERFORATED PIPE
- 5. FURNISH AND HAUL ALL CRUSHED STONE MATERIAL

2.0 CONTRACT TIME FOR COMPLETION.

Hamburg Road shall be closed to traffic during the project It is utmost importance; therefore the work for this project shall be scheduled to give priority to complete the work as soon as possible.

The contractor work included in this contract must be completed within **30 calendar days** (Weather Permitting) of the "Notice to Proceed". Upon Award of the Contract, the successful bidder shall submit a project schedule.

4.00 PRECONSTRUCTION CONFERENCE

The Contractor and the Engineer shall schedule a preconstruction conference for the project prior to the start of construction. This meeting may be held at the site or otherwise agreed upon location by the Engineer, Contractor, and Owner. It is mandatory that this meeting be held prior to beginning work. At the preconstruction meeting the Contractor shall provide the names of the project engineer and/or superintendent with telephone numbers where they can be reached 24 hours per day including weekends.

The Contractor and/or Franklin County shall notify all utilities, and the adjacent property owners prior to beginning work. A preliminary progress schedule as noted above shall be submitted at the Preconstruction Conference.

4.50 COOPERATION BETWEEN CONTRACTORS - 105.07

Franklin County Highway Department may at any time contract for and perform other or additional work on or near the work covered by the contract.

When separate contracts are let within the limits of a project, each contractor shall conduct its work so as to not to unnecessarily interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with its contract and shall protect and save harmless Franklin County from all damages or claims that may arise because of inconvenience, delay, or loss experienced by such contractor because of the presence and operations of other contractors working within the limits of the same project.

Work shall be arranged and the materials being used shall be placed and disposed of so as to not to interfere with the operations of the other contractors within the limits of the same project. Work shall be joined with that of the others in an acceptable manner. It shall be performed in proper sequence to that of the others.

5.00 SPECIFICATIONS.

The specifications under this contract shall be The Standard Specifications of the State of Indiana Department of Transportation (current edition) including Drawings and Supplemental Specifications. The Contractor is expected to have or obtain a copy of these specifications available from the INDOT Contract Services in Indianapolis, IN {Phone: (317) 232.-5533 or at http://www.in.gov/dot/div/contracts/standards/book/sep11/sep.htm. References in the Specifications to the various State officials shall be interpreted to apply to Franklin County officials. Necessary closings and traffic control shall meet the requirements of the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways and shall satisfy the requirements of Standard Specifications Section 107.12. The Franklin County Department will furnish signs and barricades.

6.00 COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS.

The above noted specifications, the supplemental specifications, special provisions, and all supplemental documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete project. In case of discrepancy, calculated dimensions will govern over scaled dimensions; plans will govern over specifications and supplemental specifications; special provisions will govern over both specifications and plans. The instructions to bidders and the description of the pay items listed in the ITEMIZED PROPOSAL will govern over plans, specifications and special provisions. The precedence outlined herein shall not absolve the Contractor of his responsibility to comply with all Federal, State and local laws; ordinances; rules and regulations which in any way affect the conduct of the work. The Contractor shall be responsible for damage claims and procuring and maintaining liability insurance in accordance with Section 107.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and

interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

7.00 DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION AND FAILURE TO COMPLETE CONTRACT ON TIME.

Determination and Extension of Contract Time" and "Failure to Complete Contract on Time" shall be in accordance with all applicable requirements of 108.07 and 108.08 respectively.

8.0 ROAD CLOSING AND SIGNING MAINTENANCE OF TRAFFIC 1 SECTION 801

Proper traffic safety precautions shall be taken and local traffic must be maintained on Hamburg Road at all times outside the project area. Barricades will be placed by the Franklin County Highway Department and must be kept in place with the help of the contractor. The roadway/bridge must be safe for all vehicles when it is reopened to traffic. No equipment or material shall be left on Hamburg Road or on the property owner driveway after each workday or during working hours.

Appropriate signs and barricades shall be kept in place to protect the public throughout the construction period. Full compliance with Standard Specifications, Section 107.11 shall be required at all times if the Contractor needs to close certain lanes on roads adjacent to the construction site to traffic. The Contractor shall properly document the need for all lane closures. Prior approval of all lane closures shall be obtained from the Franklin County Highway Engineer. Local traffic and access to property using private drives shall be maintained at all times. Upon completion of the project, the Franklin County Highway Department in conjunction with the contractor shall restore all areas affected by the project to the satisfaction of respective property owners. All work and materials shall be in accordance with the appropriate sections of the Standard Specifications and the Payment will be included in the Lump Sum price bid for this item.

10.00 WORK AGREEMENTS - (FOR WORK ON PRIVATE PROPERTY)

Entry onto private parcels adjacent to public right-of-way for any work is only permitted after receiving authorization from respective owners. Adjacent property and landscape shall be protected during demolition and construction operations in accordance with Standard Specifications, Section 107.14.

9.0 HIGHWAY AND WORK AGREEMENT PROVISIONS

The intent of these Special Provisions and all other contract documents is to provide for the safe maintenance of traffic and completion of this project.

It is the responsibility of the Contractor to use all necessary safety precautions to prevent risk to workers from collapse, falling or air born debri from the overhead work at all times. The contractor shall insure the stability of all material at the end of every workday. No material shall be left in the floodway if work cannot be completed before rainfall events. Flash floods are an ever present danger in this small creek.

Work on this project will require that the Contractor's personnel and construction equipment operate within the right-of-way and on the property of adjacent owners. The Contractor is responsible for keeping the/his work area clear of litter. The Contractor shall be in full

compliance with Standard Specification, Section 107.08 (Public Convenience and Safety) for the duration of the contract. Preventive measures shall be taken to ensure safety and protect of property during all construction, removal, hauling and maintenance of traffic operations. The Contractor shall indemnify and save harmless Franklin County from all suits, actions or claims of any character for any account as a consequence of work performed on this project. Adjacent property owners shall also be protected by the Contractor from any liability and/or claims as a consequence of work performed on the project.

10.00 INSURANCE

The Contractor agrees to maintain in effect during the life of this contract insurance in the amounts required by law and the Standard Specifications: Workmen's Compensation Insurance; Contractor's Comprehensive General Liability Insurance (Contractor shall include coverage for explosion, collapse and underground in this policy; with no exclusions for X,C&U exposures; products/ completed operations; minimum amount of comprehensive general liability coverage shall be \$1,000,000 combined single limit); Comprehensive Automobile Liability Insurance; Owners' and Contractors' Protective Liability Insurance Coverage for Operations of Designated Contractor and Public Liability and Property Damage Insurance, as set forth in these Contract Documents. Evidence of such insurance shall be filed with Franklin County prior to the execution of this agreement as specified in 1999 Standard Specifications, Section 103. All policies shall name Franklin County as an additional named insured.

12.00 CONSTRUCTION OBSERVATION

The contractor shall give Ted Cooley, Franklin County Engineer (812) 212-2435 at least 24 hours' notice to perform necessary construction observation.

13.00 ENGINEER'S RESPONSIBILITY

The Engineer shall not be responsible for the means, methods, techniques sequences or procedures of construction or safety precautions or programs incident thereto or the Contractors' compliance with laws, rules, regulations, ordinances, codes or orders applicable to its finishing and performing the work. The Engineer will not supervise, direct or control the work, but will provide professional engineering assistance to accomplish the project goals.

14.00 WAGE SCALE

All work under this contract shall be in accordance with wage scales prescribed by law as specified in the Invitation to Bid.

15.00 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCITON

The successful Bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, "Code of Federal Regulations for Construction", OSHA (PL 91-596) and the Contract Work Hours and Safety Standards Act (PL 91-54).

16.00 UTILITIES

TWO WORKING DAYS PRIOR TO BEGINNING PROJECT WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND UTILITY PROTECTION SERVICE AT (800) 382-5544.

THERE ARE NO KNOWN UNDERGROUND UTILITIES TO BE LOCATED ON THIS PROJECT EXCEPT TELEPHONE LINE ALONG THE EDGE OF THE PAVEMENT

EXTREME CAUTION MUST BE TAKN WHILE USING EQUIPMENT WITH LONG BOOMS TO STAY CLEAR OF OVERHEAD UTILITY LINES.

The Contractor must take necessary precautions to determine exact utility locations jointly with the Protection Service and the respective utility companies and use proper care not to damage any utilities during Construction operations. Work operations which may affect utilities, must be coordinated with the respective companies to avoid delays or loss of service. The Contractor shall be responsible for protecting utility property and services in accordance with Standard Specifications, Section 107.19.

17.00 MAINTENANCE OF STREAM FLOW

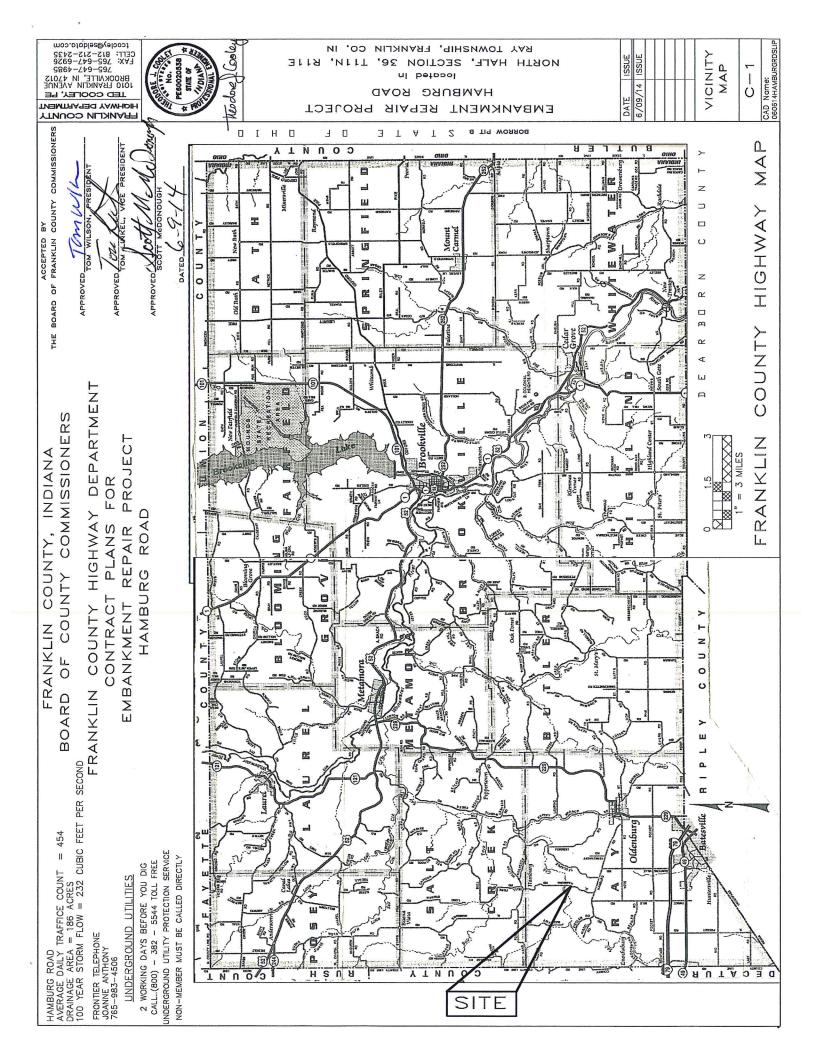
The Contractor shall maintain water flow in creeks by channeling the said flow under the structure, by pumping or other means while working on the project. During construction the creek flow shall not be diverted onto private property or onto the Right-of-Way. Full payment for all necessary materials and operations are to be included in the lump sum bid price. Flash floods are an ever present danger in this small creek. It is the contractor's responsibility to safely start and complete work in the floodway between rain events.

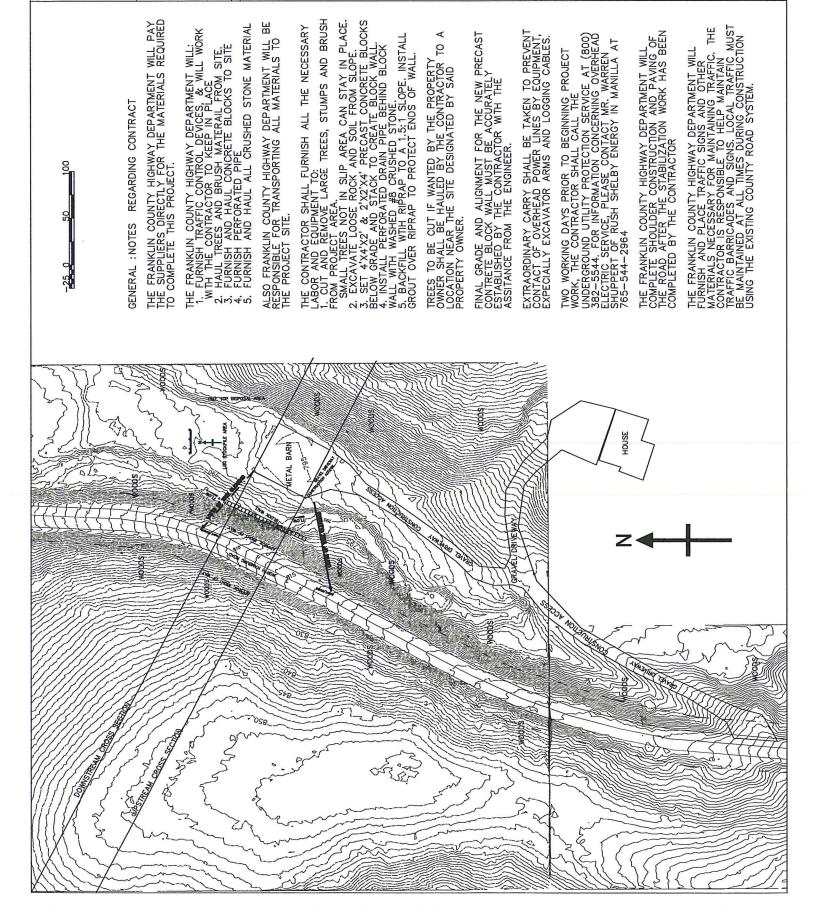
18.00 PRIVATE PROPERTY / PROJECT SAFETY

The property around the project site is privately owned. The property including land, improvements, and ESPECIALLY A LARGE METAL BARN near this project shall be protected from damage during all construction operations. Use of the area adjacent to and beyond the project construction limits can only be used if the property owners grant specific permission. While the project is in progress, the Contractor and the County shall use the necessary precautions to protect fences and all other private property during the work operations. It is the Contractor's responsibility to insure the complete safety of the work site at all times for the duration of his contract. Payment shall be included in the lump sum bid price for the project. The contract is also responsible to restore (and cleanup) the property owners site to its original condition.

19.00 PROTECTION AND RESTORATION OF PROPERTY

As directed in the Standard Specifications, Section 107, the Contractor shall provide for the protection of all property including: buildings, roads, sod areas, trees, fences, driveways, drains and other property, including those located within construction limits. In accordance with said specifications, the Contractor is required to employ usual and necessary safeguards to protect all property. Upon completion of the repair work, all damaged items shall be restored by the Contractor to their original condition. Payment for this work shall be included in the price bid for the respective items.





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HAMBURG ROAD PROJECT EMBANKMENT REPAIR

ISSUE 6/09/14

SITE

PLAN 0-2

CAD Name: 100 060614HAMBURGRDSLIP

TIIN' BIIE NORTH HALF, SECTION 36, located in

ват томизнір, гванкін со, ін

FRANKLIN COUNTY

REGARDING CONTRACT

TED COOLEY, PE TNAMTA DEPARTMENT

(cooley@sejqofg.com

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